



PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS

May 23, 2025

Jonathan Reinsvold, PE
Village Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington FL 33414

**Re: Amendment
New PBSO Substation
Wellington, Florida
Professional Services Proposal**

Dear Jonathan,

LEO A DALY is pleased to present this proposal for Consulting Services to be performed for you relating to the New PBSO Substation (Project) located at 12300 Forest Hill Boulevard, Wellington, FL 33414. This proposal will serve as an amendment to the current agreement between the Village of Wellington (Owner) and LEO A DALY (Architect), dated June 14, 2022.

I. PROJECT SCOPE

The scope of the Project shall be to provide the services outlined below for the proposed addition to the existing Wellington Village Hall (see attached Exhibit A, yellow highlight). The addition consists of a Level 1 Lobby & parking garage (approximately 15 spaces) and approximately 22,250 total gross sf on Levels 2 & 3 (approximately 11,125 gross sf per floor). The facility will be shared by a Palm Beach Sheriff Office Sub-Station and the Wellington Building Department.

The Project shall be designed as a stand-alone facility except for accommodating pass-through egress from the south end of the existing building on Level 1.

The Project's hurricane-hardening will be limited to the following:

- A. Confirmation the proposed lowest finished floor complies with the FEMA flood map requirements.
- B. Exterior envelope to be hurricane-hardened beyond code minimum. Per the Florida Building Code, police stations are categorized as Risk Category IV facilities requiring resistance to 190 mph wind speeds.
- C. Hurricane-hardened exterior HVAC equipment.
- D. Hurricane-hardened emergency generator.
- E. Critical Operation Power Systems (COPS) design & commissioning.

Site development will be as noted on attached Exhibit A within the Proposed Designated Site area with additional required parking available in the Town Center Phase 2 project.

II. BASIC SERVICES

Basic Services for this project include Architectural, Structural, Mechanical, Electrical, Plumbing & Fire Protection Engineering (see attached Exhibits C & D) as follows:

A. SCHEMATIC DESIGN PHASE

1. LEO A DALY will develop preliminary site plan, floor plans & exterior elevations reflecting the Owner-approved Facility Needs Analysis for Owner review and comment. Two (2) review meetings are included in this proposal.
2. LEO A DALY will further develop and submit the Owner-preferred architectural floor plans, elevations and other supporting documents as a Schematic Design Phase Submission for Owner review and approval. Consultant submissions will be in narrative format.

B. DESIGN DEVELOPMENT PHASE

1. LEO A DALY will further develop the Owner-approved Schematic Design, incorporating the required structural, mechanical, plumbing, electrical, fire protection, security, civil & landscape architecture disciplines.
2. LEO A DALY will conduct two (2) Owner review meetings.
3. LEO A DALY will submit the Design Development Phase Submission for Owner review and approval. This submission will include architectural, structural, mechanical, plumbing, electrical, fire protection, security, civil & landscape architecture drawings and outline specifications.

C. CONSTRUCTION DOCUMENT PHASE

1. The Construction Document Phase of service will consist of the continued development of the Owner-approved Design Development documents in preparation for bidding, permitting and construction.
2. LEO A DALY will produce a 100% Construction Document Phase Submission for Owner review and approval including the following:
 - a. Prepare a full set of construction document drawings & specifications for the building's elements and systems. Coordinate the set with other disciplines, including, but not limited to, architectural, structural, mechanical, plumbing, electrical, fire protection, security, civil & landscape architecture.
 - b. The construction documents will include final dimensioned layout plans for the building with necessary construction details, wall sections and schedules of sufficient detail to obtain a building permit.

D. BIDDING & NEGOTIATION SERVICES PHASE

1. These services are not included and will be contracted as a separate task order.

E. CONSTRUCTION ADMINISTRATION PHASE

1. These services are not included and will be contracted as a separate task order.

III. SUPPLEMENTAL SERVICES

A. PROGRAM VALIDATION

1. LEO A DALY will assist the Owner in updating the current Facility Needs Analysis, dated 7/26/22, to meet the 22,235 gross sf building requirement (see attached Exhibit B). To meet this goal, it is anticipated the adjusted programmed space will need to be reduced to approximately 15,500 net sf.
2. LEO A DALY will meet with the designated Building Department & PBSO stakeholders to review the project requirements to achieve this goal. Two (2) meetings with each stakeholder are included in this proposal.
3. LEO A DALY will update the current Facility Needs Analysis accordingly and submit it the Owner for review and approval.

B. INTERIOR DESIGN

1. LEO A DALY will develop generic furniture layouts along with floor & wall finishes, millwork details & finishes, ceiling designs & finishes for the interior spaces.
2. LEO A DALY will provide interior signage & wayfinding design & documentation.
3. LEO A DALY will provide sample boards of interior architectural finishes for Owner review & approval.

C. CRITICAL OPERATION POWER SYSTEMS (COPS) DESIGN & COMMISSIONING

1. Facility to be designed and commissioned per NEC Article 708 Critical Operations Power System (COPS) standard.

D. LEED SERVICES

1. See attached Exhibit I – LEED Consultant Scope (includes LEED Consulting & LEED Fundamental Commissioning).
2. LEO A DALY, JLRD & KHA will develop LEED-related documentation & energy modeling that supports the LEED Consultant.
3. LEED Goal: LEED V4.1 Base Certification.

IV. SUPPLEMENTAL CONSULTANTS

A. GEOTECHNICAL ENGINEERING

1. See attached Exhibit E – Geotechnical Engineering Scope.

B. CIVIL ENGINEERING & IRRIGATION

1. See attached Exhibit F – Civil Engineering & Irrigation Scope.

C. LANDSCAPE ARCHITECTURE

1. See attached Exhibit G – Landscape Architecture Scope.

D. SECURITY ELECTRONICS SYSTEMS CONSULTING

1. See attached Exhibit H – Security Electronics Systems Engineering Scope.

E. LEED CONSULTING

1. See attached Exhibit I – LEED Consulting Scope.

V. SUB-CONSULTANTS

We have identified the following Sub-Consultants that will assist LEO A DALY in the performance of its professional design services.

SUB-CONSULTANT NAME	DISCIPLINE/DESIGN SERVICE
ONMJ	Structural Engineering
JLRD	MEP & FP Engineering
JLRD	Data Backbone Infrastructure Design
Tierra South Florida	Geotechnical Engineering
Kimley Horn Associates	Civil Engineering & Irrigation
Urban Design Studio	Site Planning & Landscape Architecture
Buford Goff Associates	Security Electronics Systems Engineering
SOCOTEC (Spinnaker Group)	LEED Consulting

VI. COMPENSATION

The following compensation shall be a lump sum fee for the professional services outlined in the preceding paragraphs:

Basic Services

Schematic Design Phase	\$ 164,500.00
Design Development Phase	\$ 272,170.00
Construction Document Phase	\$ 382,980.00
Bidding / Negotiation	Not Included
Construction Administration	Not Included
Basic Services Fee	\$819,650.00

Supplemental Services

Program Validation	\$ 8,775.00
Interior Design	\$ 64,835.00
Data Backbone Infrastructure Design	\$ 8,000.00
COPS Design & Commissioning	\$ 8,000.00
LEED Services	\$ 59,000.00
Supplemental Services Fee	\$148,610.00

Supplemental Consultants	
Geotechnical Engineering	\$ 14,870.00
Civil Engineering & Irrigation	\$ 116,500.00
Site Planning & Meetings	\$ 18,000.00
Landscape Architecture	\$ 18,000.00
Security Electronics Systems Engineering	\$ 49,660.00
Supplemental Consultants Fee	\$217,030.00
 Reimbursable Expenses	 \$ 12,000.00
TOTAL FEE	\$ 1,197,290.00

VII. REIMBURSABLE EXPENSES

Reimbursable expenses include the following:

- A. Reproductions of technical items (e.g. drawings, specifications, reports, calculations and photocopy).
- B. Photographs, telecopy charges and postal other than normal mail.
- C. Travel and related expenses including automobile mileage, tolls, parking, taxis and appropriate tips (travel to the site and Owner's office is not included).
- D. Filing fees paid to appropriate authorities unless paid directly by the Owner.

VIII. QUALIFICATIONS

The following services are not included in the scope or fee for Professional Services previously described:

- A. Surveying.
- B. Renderings, Models and/or Animations.
- C. Record Drawings.
- D. "Special Inspectors", such as threshold inspection services, required by law or code or desired by the Owner.
- E. Site Plan Approval Services.
- F. FF&E Selection and Procurement.
- G. Cost Estimating Services.
- H. Value Engineering Services.
- I. Forensic Laboratory Design Consulting.
- J. Audio Video & Communication System Design Services.
- K. LEED Certification design above the stated level or commissioning services.
- L. Modifications to the existing Village Hall facility or outside the Proposed Designated Site indicated on attached Exhibit A.
- M. Field verification of existing concealed conditions.
- N. Building Permitting Services other than providing signed & sealed documents to the Owner for permit application and providing responses to permit review comments.
- O. The Project will be developed a single phase of documents & construction.
- P. See additional qualifications listed in attached Exhibits C – I.

IX. STANDARD HOURLY BILLING RATES

The following standard hourly billing rates reflect annual adjustments made since the original agreement was executed.

LEO A DALY

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Managing Principal	\$358.00
Project Executive	\$292.00
Design Director	\$260.00
Project Manager	\$250.00
Architect	\$195.00
Senior Designer	\$180.00
Designer	\$155.00
Interior Designer	\$145.00
Administrative	\$120.00
Specification Writer	\$195.00

Sub-Consultant hourly billing rates are listed in attached Exhibits C – I.

Hourly billing rates are reviewed annually, and adjustments made where appropriate.

We appreciate the opportunity to serve your needs in a professional manner and thank you once again for considering our organization. We trust this proposal meets with your approval and look forward to reviewing it with you in detail. If you agree with the contents of this proposal, we can develop a standard AIA contract for your review and execution unless you have a contract format you would like us to consider.

Sincerely,

LEO A DALY



William A. Hanser, AIA
Principal

APPROVED AND ACCEPTED THIS ____

DAY OF _____, 2025

BY: _____

NAME: _____

TITLE: _____

Attachments:

EXHIBIT A – Site Capacity Analysis Option A.1

EXHIBIT B – Approved Program Summary

EXHIBIT C – Structural Engineering Scope

EXHIBIT D – MEP & FP Engineering Scope

EXHIBIT E – Geotechnical Engineering Scope

EXHIBIT F – Civil Engineering & Irrigation Scope

EXHIBIT G – Landscape Architecture Scope

EXHIBIT H – Security Electronics Systems Engineering Scope

EXHIBIT I – LEED Consultant Scope

PRELIMINARY PARKING ANALYSIS

1. New Zoning Code-Required Parking	45
2. Additional User-Required Parking*	TBD
3. Existing Parking Impacted By New Site Plan	53
Total 1 - 3	98
4. New Parking Provided	-22
5. Additional Campus Parking Required**	76

* TBD after confirming the use & occupancy of the programmed spaces to be included in the 22K gsf facility.
** Wellington to provide updated Campus Parking Analysis.

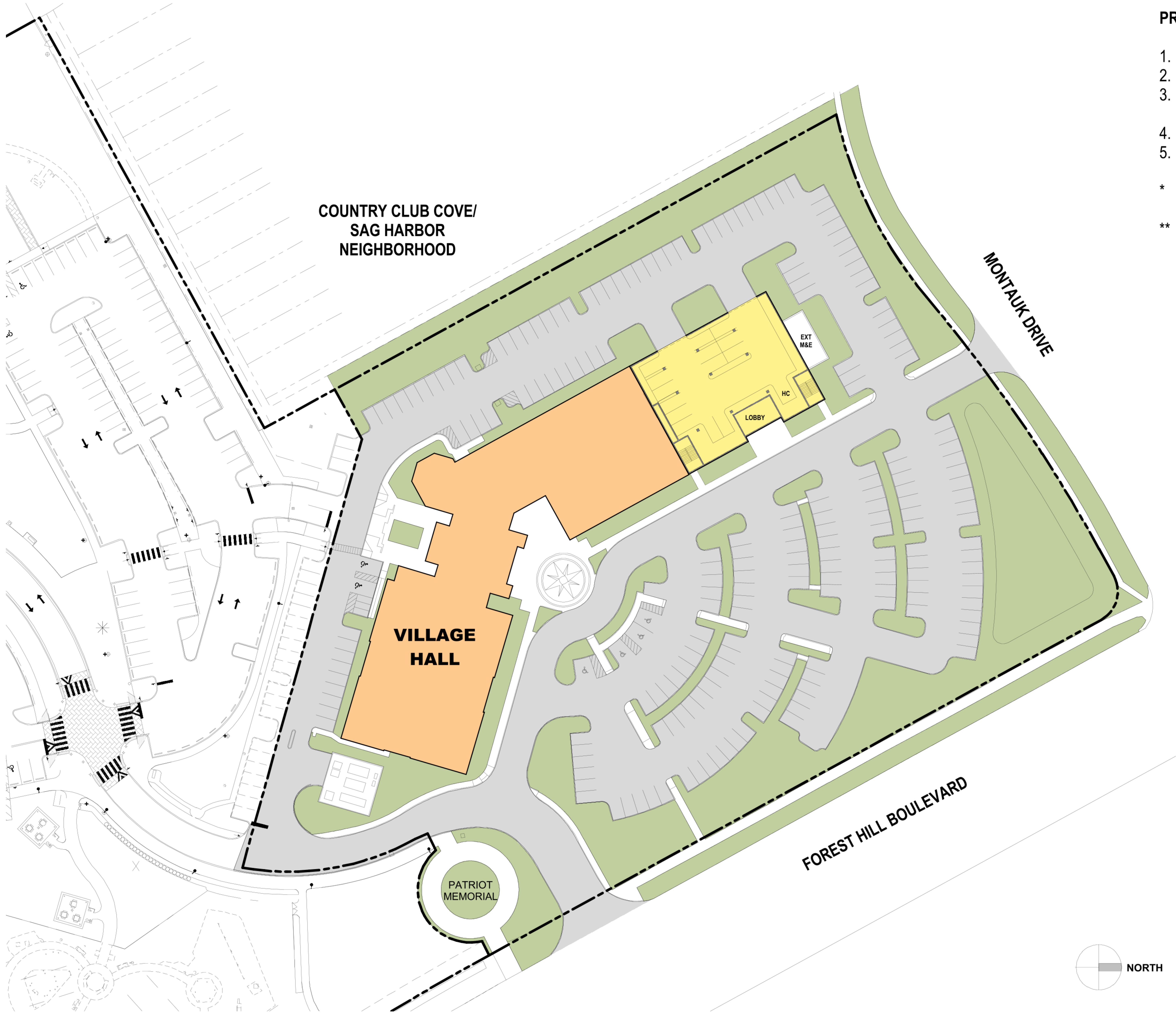


EXHIBIT B

WELLINGTON PBSO SUBSTATION APPROVED PROGRAM SUMMARY

Department	Number of Employess		Proposed Total GSF
	Existing	10 YRS	
Building Department	TBD	TBD	8,500
PBSO District 8	TBD	TBD	13,288
Department Subtotal	TBD	TBD	21,788
Common Areas			
Lobby			300
Building Custodial & Storage			150
Lobby, Custodial & Storage Subtotal			450
Department, Lobby, Custodial & Storage Subtotal			22,238
Building Gross Factor (10%)			Not Included
Common Areas Subtotal			450
Department & Common Areas Building Total	TBD	TBD	22,238

March 21, 2023

Mark Ugowski

Leo A. Daly Company
1400 Centrepark Blvd., Suite 500
West Palm Beach, FL 33401

**Re: PBSO Wellington Substation
Wellington, FL
Project No.: 319.612**

We are pleased to submit the following proposal for Consulting Structural Engineering Services for the subject project. Our proposal is based on information supplied by your office. This project consists of the structural design and drafting of a three-story addition to the existing Wellington Village Hall. The addition consists of a level one parking garage with approximately 11,000 sq. ft. each on levels two and three for a total of 33,000 gross sq. ft. The addition is to be hurricane hardened as a critical facility.

Our services during the **schematic design phase** will include the following:

1. Consult with the Architect to determine project goals and requirements.
2. Develop narrative or other media that illustrate the concepts of the design.

Our services during the **design development phase** will include the following:

1. Provide drawings that specify design elements.
2. Produce floor plans and sections that provide structural sizes and outline material specifications.

Our services during the **construction document phase** will include the following:

1. Preparation of structural drawings, which will be signed and sealed for building permit application.
2. Building Department review comment response to obtain the building permit.

Early release structural drawings require two (2) permitting processes and are not included in our base fee.

We assume the structure is located above the floodplain. Hydrostatic slab design is not included in our base fee.

Additional services beyond the scope of this proposal may be provided on a flat fee basis or on an hourly basis.

Our hourly rates are as follows:

RATE SCHEDULE

Principal	\$260.00/ hour
Project Manager	\$210.00/ hour
Senior Engineer	\$175.00/ hour
Project Engineer	\$145.00/ hour
CADD Operator	\$105.00/ hour

The prevailing rates and contract amount shall be effective on January 1, 2023 and are expected to remain as stated through December 31, 2023. Should circumstances require an adjustment to these rates prior to December 31, 2023, 30 days written notification shall be submitted in advance of the effective date of the change.

Contract Terms:

1. A Geotechnical Engineer will be retained by others and we will coordinate our foundation design with his findings.
2. **A conventional spread footing foundation system will be used. If deep foundations, grade beams or structurally supported slabs are required, we will increase the fee accordingly.**
3. Design of sheathing, shoring, scaffolding, formwork and other means and methods of construction will be provided by engineers retained by the contractors.

4. Our fee will be increased for revisions of design or drawings to suit changes after work is released for pricing or permits.
5. Miscellaneous iron items such as stairs, ladders, catwalk and railings will be designed and signed and sealed by the fabricator's engineer and reviewed by O'Donnell, Naccarato, Mignogna & Jackson, Inc.
6. Services related to mold, asbestos materials, detection, modification or process scope of work is specifically excluded and not provided by ONM&J.
7. The scope of services for this project does not include any other structural work in the existing building **including engineering to repair unforeseen problems with the existing structure or to upgrade the existing structure to meet current building codes.**
8. The scope of services for this project does not include delegated shop drawings of specialty engineering items such as heavy timber, wood trusses, precast concrete, MEP roof top equipment attachments, light poles, or aluminum framing. We will provide performance specifications only for any cold-formed steel framing where required at the exterior walls and soffits. We will require signed and sealed delegated shop drawings and calculations from the cold-formed steel contractor's engineer. If the cold form designer requests additional structural steel for the purpose of reducing cost or complexity of exterior curtain wall system, this will be considered value engineering and will be treated as an additional service.
9. The scope of services for the project does not include the design and drafting of towers, landscaping walls, exterior covered walkways or any miscellaneous structures outside of the building footprint.
10. This fee does not include monies for a resident inspector.
11. The creation of record documents, which generally include incorporation of RFI information into our drawings or construction related changes to contract documents, is considered additional services.
12. It is understood and agreed that our firms Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against our firm that may be in any way connected thereto.

PURSUANT TO F. S. 558, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Our base fee does not include reinforcing/changing existing walls, foundations, columns, beams, or roof structure for change of occupancy, or other code necessities that require upgrading the building to meet increased envelope wind pressures.

Structural elements are not water resistant. Water proofing, roofing and envelope water resistance scope of work is specifically excluded and not provided by ONM&J.

If the Client requests in writing that our firm provide any specific construction phase services and if our firm agrees in writing to provide such services, then we shall be compensated as Additional Services as provided for in this contract.

Special Inspections: In accordance with Florida Statutes Section 553.71(7), buildings that exceed 50 feet, three stories, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons must be classified as a Threshold Building. Based upon our understanding of the project as described by your office, this building is a Threshold Building and will require special inspections by special inspectors certified in accordance with Florida Statutes Chapter 471 and 481. Our office will provide a written Threshold Inspection plan. This proposal does not include any monies for a resident/special inspector. We can, however provide Threshold Inspections and will be delighted to provide a separate proposal to the owner for this work.

In the event of a claim of breach of contract or professional negligence the client agrees that the liability of O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, employees, consultants and inspectors is limited to the amount of the fee or applicable limits of professional liability insurance, whichever is lesser.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, inspectors and employees are not responsible for the means and methods of construction or for related safety precautions and programs.

Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 30 days of your receiving our invoice, you agree to actively participate with us in our efforts to collect our fee directly from your client. Also, we have the option to cease

PBSO Wellington Substation

March 21, 2023

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providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Philip J. Rizzo, P.E.
Vice President

PJR/avl

EXHIBIT D



May 20, 2025

Mr. Mark Ugowski, AIA
Leo A. Daly
1400 Centrepark Drive, Suite 500
West Palm Beach, FL 33401

Re: Village of Wellington Town Hall Expansion

Dear Mark,

We are pleased to submit the following proposal for professional services in conjunction with HVAC, electrical, plumbing, and fire protection designs for the above referenced project, located in Wellington, Florida.

Johnson, Levinson, Ragan, Davila, Inc. (JLRD), hereinafter referred to as the Engineer, proposes to furnish professional services for **Leo A. Daly**, hereinafter referred to as the Client for the Scope of Services outlined below per emails received to date, and included in attached Exhibits "A", "B", "C" and "D", for the fees stipulated herein.

SCOPE OF SERVICES

The Engineer will perform the following:

1. Attend required design meetings with the Client.
2. Prepare mechanical, electrical, plumbing, and fire protection design drawings and specifications setting forth the requirements for construction. Scope shall be per sketches and emails received to date and per items described herein. General description of Scope of Work to be performed is as follows:
 - A. New 3-story expansion onto the existing Town Hall. New expansion shall be stand-alone except for communicating egress from existing building. New expansion will consist of the following:
 - i. 1st floor garage of approximately 11,000sqft.
 - ii. 2nd and 3rd floor office and meeting areas of approximately 22,250sqft
 - iii. Facility design will include an emergency generator.
 - iv. Facility will be hurricane hardened but not designed to be a shelter.
 - v. Facility to be designed and commissioned per NEC Art. 708 Critical Operations Power System (COPS) standard.
 - vi. Site lighting within the identified designated site area.

Re: Village of Wellington Town Hall Expansion

3. Respond to permit review comments with written responses and necessary drawing revisions will be provided to address review comments. Any “narratives” required in addition to written responses and drawing revisions will be considered as additional Services, and time spent developing such narratives will be billed at our standard hourly rates.
4. Additional services mutually agreed upon.

LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)

1. Provide the effort in the work required to obtain LEED V4.1 Base Certification. A description of the general Scope of Work to be performed is as follows:
 - A. Sustainable Sites: Light Pollution Credit.
 - B. Water Efficiency: All Prerequisites and Indoor water use reduction and Water Metering
 - C. Energy and Atmosphere: Perform energy modeling. All Prerequisites and Optimized Energy Performance, Advanced Metering, and Enhanced Refrigerant Management
 - D. Indoor Air Quality: Prerequisite for Indoor air quality and assist with Indoor air quality template (exhaust only) attempt Thermal Comfort template and provide Interior lighting.
 - E. The fee includes all efforts required for design to and including filling out of the template except where noted.
 - F. Attend bi-weekly coordination calls for LEED progress.

PROBABLE CONSTRUCTION COSTS

Statements of the probable costs of construction are NOT included under “Basic Services”.

ITEMS SPECIFICALLY EXCLUDED FROM THE SCOPE OF SERVICES

1. Identification of and/or abatement design for hazardous materials.
2. Field verification of existing concealed conditions.
3. Testing of existing systems.
4. Water flow tests for fire sprinklers. Signed and sealed fire protection drawings will not be delivered without such documentation per Florida Administrative Code 61G15-32.004(4)(f).
5. Plumbing design outside of 5ft from building footprint (civil to provide site coordination for installation locations and required tank installation).

Re: Village of Wellington Town Hall Expansion

6. Additional square footage requiring additional HVAC units.
7. Design of renewable energy systems, fuel systems or underground storage tanks (water, sanitary, or fuel).
8. Civil design responsibilities of items such as grading, pads, site utility location coordination, backflow preventors, sanitary disposal/treatment, stormwater retention/treatment, sand/oil water separators, grease traps, site drainage that may require catchment or routing beneath building, etc. even if these items fall within the building footprint.
9. Kitchen or amenity (pools, water features, spa etc.) equipment design, as it is anticipated a specialty consultant will be hired and plumbing and electrical rough-in drawings will be provided to JLRD to show their work.
10. Communication and Technology system design (raceway and junction boxes included in scope). Data backbone infrastructure wiring offered as an optional service fee.
11. Structural design or analyses for equipment tie-downs or associated support structures (i.e. equipment pads, condensing unit stands, light poles, rooftop equipment supports, etc.).
12. Re-design of existing services and system distribution beyond branch line adjustments (except for new stand-alone structures); all existing systems are assumed to be sufficiently sized to accommodate the proposed changes without upgrade or replacement.
13. Remedy of any existing code deficiencies not directly related with the Level 2 renovation/alteration work outlined in this proposal.
14. Additional phasing or permit sets above and beyond 1.
15. Changes in design documents due to Value Engineering.
16. Construction Administration or Commissioning Services.
17. Design of emergency BDA systems.
18. Performance of required owner risk analyst per NEC Art. 708.4.

Re: Village of Wellington Town Hall Expansion

ITEMS TO BE FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

Assist the Engineer by furnishing, at no cost to the Engineer, all available pertinent information including, but not by way of limitation, previous studies, drawings, specifications, test reports, and any other data relative to the performance of the above services for the project.

Designate a person to act as the Client representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instruction, receive information, interpret, and define the Client policies and decisions with respect to materials, equipment, and systems pertinent to the Engineer's services.

The Client acknowledges the Engineers' Construction Documents as instruments of Professional Service. All reports, plans, specifications, field data, and notes, including documents on electronic media prepared by the Engineer, are the property of the Engineer. Where the Client receives copies of this information for record purposes, it shall not be reused or be modified without the prior written authorization of the Engineer.

MODIFICATIONS AND ADDITIONS TO EXISTING SYSTEMS

Because of the Engineer's many years of background and experience in design and construction, the Engineer is qualified to make recommendations and designs which, in the Engineer's opinion, will meet the needs of the situation. These services will be performed to the best of the Engineer's skill and ability and commensurate with the economics of the situation. Although the documented components of the existing systems to be modified can be analyzed, the actual components of the existing systems cannot be fully determined because the Engineer was not present during fabrication or construction and, therefore, is not responsible for unforeseen conditions which affect the final construction.

This contract contains the entire agreement between the parties as to the services to be rendered. All previous or contemporaneous agreements, representations, warranties, promises, and related conditions are expressly superseded by this contract.

Very truly yours,

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Charles C. Gableman, P.E.
President

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Consulting Engineers

MECHANICAL SCOPE OF SERVICES

EXHIBIT 'A'

CLIENT: LEO A. DALY					DATE: MAY 20, 2025
PROJECT: VILLAGE OF WELLINGTON TOWN HALL EXPANSION					
PROJECT TYPE:	NEW	STUDY	ALTERATIONS	ADDITIONS X	PLAN REVIEW X
PHASES:	SCHEMATICS X	DESIGN DEV. X	CD'S X	BIDDING	CONSTRUCTION

THE MECHANICAL SCOPE IS BASED ON THE FOLLOWING:

						INCLUDED	NOT INCLUDED
1.	Backgrounds Supplied By:		Others	Architect X	JLRD		X
1a.	Backgrounds shall be in AutoCAD Format:		Revit X				X
2.	Life Cycle Cost Analysis (Small Computer):						X
3.	HVAC:	Chilled Water:	Roof Top: X	Split System: X	Heat Pump:	X	
4.	Site Plan, Plumbing	Sewer:	Water:	Storm:	Gas:		X
5.	Plumbing: <u>(to 5ft outside of building)</u>					X	
6.	Fire Protection:						
	A. Sprinklers	Performance Spec Only X		On Drawings X		X	
	B. Standpipes						X
	C. Fire Pump						X
	D. Flow Test						X
7.	Coordination with Utility Companies:		JLRD	By Civil Engineer: X			X
8.	Specialties:						
	A. Heat Recovery						X
	B. Humidity Control						X
	C. Kitchen						X
	D. Laboratories						X
	E. Medical Gases						X
	F. Hazardous Waste (Acid)						X
	G. Computer Room						X
	H. Smoke Evacuation						X
	I. Hood Exhaust/Supply						X
	J. Other:						X
9.	Specifications	Book: X	On Drawings:			X	
10.	Meetings	Design: 4	Pre-Bid:	Bid:		X	
11.	Statement of Probable Costs:						X
12.	Shop Drawing Review (2 Iterations Only):						X
13.	Site Observation	Occasional:		Number of Visits:			X
14.							

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Consulting Engineers

ELECTRICAL SCOPE OF SERVICES

EXHIBIT 'B'

CLIENT: LEO A. DALY						DATE: MAY 20, 2025
PROJECT: VILLAGE OF WELLINGTON TOWN HALL EXPANSION						
PROJECT TYPE:	NEW	STUDY	ALTERATIONS	ADDITIONS X	PLAN REVIEW X	
PHASES:	SCHEMATICS X	DESIGN DEV. X	CD'S X	BIDDING	CONSTRUCTION	

THE ELECTRICAL SCOPE IS BASED ON THE FOLLOWING:

						INCLUDED	NOT INCLUDED
1.	Backgrounds Supplied By:		Others	Architect X	JLRD		X
1a.	Backgrounds shall be in AutoCAD Format:		Revit X				X
2.	Site Plan:	Power X	Lighting X	Systems X		X	
3.	Coordination with Utilities:	Power X	Tele. X	TV X		X	
4.	Reflected Ceiling Plan by:	Engineer		Architect X			X
5.	Lighting Fixtures Selected by:	Engineer		Architect X			X
6.	Emergency Generator:					X	
7.	Systems Required:						
	A. Telecom	Complete	Raceway & Outlet Boxes Only X			X	
	B. Fire Alarm	Complete X	Conduit & Outlet Boxes Only			X	
	C. Television Distribution	Complete	Conduit & Outlet Boxes Only X			X	
	D. Intrusion Detection	Complete	Conduit & Outlet Boxes Only X			X	
	E. Access Control	Complete	Conduit & Outlet Boxes Only X			X	
	F. Video Surveillance	Complete	Conduit & Outlet Boxes Only X			X	
	G. Intercom	Complete	Conduit & Outlet Boxes Only X			X	
	H. P.A. System	Complete	Conduit & Outlet Boxes Only				X
8.	Lightning Protection	Performance Spec Only X	On Drawings			X	
9.	Specifications	Book X	On Drawings			X	
10.	Meetings:	Design: 4	Pre-Bid:	Bid:		X	
11.	Statement of Probable Costs:						X
12.	Shop Drawing Review: (2 Iterations Only):						X
13.	Site Observation	Occasional:		Number of Visits:			X
14.	Other: <u>BDA Emergency Radio System/DAS Cellular Antenna System</u>						X

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Consulting Engineers

LEED SCOPE OF SERVICES

EXHIBIT 'C'

CLIENT: LEO A. DALY					DATE: MAY 20, 2025	
PROJECT: VILLAGE OF WELLINGTON TOWN HALL EXPANSION						
LEED RATING:	CERTIFIED X	SILVER	GOLD	PLATINUM		
CREDIT	DESCRIPTION – BASED ON VERSION 4.1 – BD+C				PURSUE	PREPARE TEMPLATE
					YES	NO
<u>LOCATION AND TRANSPORTATION</u>						
LTc6	Bicycle Facilities (Showers)				X	No
LTc8	Green Vehicles (Power for charging stations)				X	No
<u>SUSTAINABLE SITES</u>						
SSc6	Light Pollution Reduction				X	Yes
<u>WATER EFFICIENCY</u>						
WEc2	Indoor Water Use Reduction and All Pre-req's				X	Yes
WEc4	Water Metering				X	Yes
<u>ENERGY & ATMOSPHERE</u>						
EAc1	Enhanced Commissioning					No
EAc2	Optimize Energy Performance: 6-50% [goal in scope 18%]				X	No
EAc3	Advanced Metering				X	Yes
EAc4	Grid Harmonization (Demand Response)				X	No
EAc5	Renewable Energy Production (System design not in JLRD scope; service interconnection included in scope)				X	No
EAc6	Enhanced Refrigerant Management				X	Yes
EAc7	Green Power and Carbon Offsets (Pursuit effort not in JLRD scope)				X	No
<u>MATERIALS & RESOURCES:</u> No credits applicable to M/E/P Scope					X	
<u>INDOOR ENVIRONMENTAL QUALITY</u>						
EQc1	Enhanced Indoor Air Quality Strategies				X	Yes
EQc3	Construction IAQ Management Plan During Construction				X	No
EQc4	Indoor Air Quality Assessment				X	No
EQc5	Thermal Comfort (Design & Control)				X	Yes
EQc6	Interior Lighting (Control & Quality)				X	Yes
EQc7	Daylight (Daylight modeling not in JLRD scope)				X	No
EQc9	Acoustic Performance (HVAC background noise; space acoustic evaluation not in JLRD scope)				X	No
<u>INNOVATION AND DESIGN PROCESS</u>						
1.1 – 1.4	Innovation in Design				X	No
2	LEED® Accredited Professional				X	Yes

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Consulting Engineers

LEED SCOPE OF SERVICES

EXHIBIT 'D'

	<u>PER HOUR</u>
PRINCIPAL	\$230.00
PROJECT ENGINEER (P.E.)	\$185.00
OWNER'S AGENT (Commissioning, Retro CX, Construction Oversight)	\$155.00
ENGINEER	\$145.00
SENIOR DESIGNER	\$135.00
CONSTRUCTION ADMINISTRATION	\$135.00
DESIGNER	\$115.00
CAD TECH	\$105.00
CLERICAL	\$ 95.00



Revised May 19, 2025

March 22, 2023

LEO A DALY

1400 Centrepark Boulevard, Suite 500

West Palm Beach, FL 33401

Attn: Mr. Mark A. Ugowski, AIA, Senior Associate, Senior Project Manager

email: MAUgowski@leoadaly.com

RE: Proposal for Geotechnical Services

Wellington PBSO Sub-Station

Wellington, Florida

TSFGeo Proposal No. 2303-161 R2

Dear Mark:

TIERRA SOUTH FLORIDA, Inc. (TSF Geo) is pleased to submit this proposal to perform a Geotechnical Engineering Study at the above referenced site. It is our understanding that the project will include a three-story addition to Wellington Village Hall. This proposal includes a summary of our understanding of the project, an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROJECT INFORMATION

We understand that the proposed construction will include 3-story municipal structure. The project site is located on the southwest corner of the intersection of Montauk Drive and Forest Hill Blvd in Wellington, FL, Florida.

PROPOSED SCOPE OF WORK

The proposed scope of work is summarized below in Table 1. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Table 1 – Proposed Field Testing	
Location	Proposed Services
Building	Standard Penetration Test (SPT) Borings <ul style="list-style-type: none"> - Two (2) SPT Borings to 30 feet - Two (2) SPT Borings to 45 feet
Drainage	Two (2) Borehole Permeability (BHP) Tests
Parking/Driveway	Two (2) Asphalt Cores Two (2) Shallow Auger Borings @ Core Site to 6 feet Two (2) Limerock Bearing Ratio (LBR) Tests

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others.

Prior to drilling at the project site, TSFGEO will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. **Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig.** TSFGEO will recommend a utility line locating service upon request.

Our fee is based on the assumption that boring locations are open and accessible to our truck mounted drill rig.

Upon completion of the field exploration, some laboratory testing and visual classifications will be performed on selected samples.

The results of all drilling and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued that contains the information noted below in Table 2.

Table 2 – Report to Include	
Technical Area	Description of Report Items
General	<ul style="list-style-type: none"> - Summary of USDA Soil Information for the project area - Soil Profiles

	<ul style="list-style-type: none"> - Boring Location Plan - Results and Summary data for Laboratory Testing
Foundations	<ul style="list-style-type: none"> - Recommendations for Shallow Foundation Bearing Capacity - Estimate of settlement and differential settlement - Discussion of issues that may affect the foundations. - Details for Compaction
Slabs	<ul style="list-style-type: none"> - Subgrade Modulus - Details for Compaction
Drainage	<ul style="list-style-type: none"> - Summary of Soil Parameters related to the drainage testing completed
Pavement	<ul style="list-style-type: none"> - General recommendations for Asphalt (Flexible) Pavement Design (Note – the Civil Engineer should provide Final Pavement Design details) - General recommendations for Rigid (Concrete) Pavement Design for truck parking or dumpster pads. (Note – the Civil Engineer should provide Final Pavement Design details) - Details for Compaction
Asphalt	<ul style="list-style-type: none"> - Summary of Existing Conditions (Condition, Cracks, Asphalt Layers, Base Layer, Stabilized Subgrade, Ruts, Cross-Slope, etc.) - Photograph of core location in the field. - Photograph of the core specimen in the laboratory.
Roadway	<ul style="list-style-type: none"> - Summary of soil suitability and restricted use conditions - Summary of Strata to be anticipated on the project. - Limerock Bearing Ratio values from testing

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to Tierra's General Conditions enclosed herewith and incorporated into this proposal

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present drilling schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take about 4 to 5 days to complete. The written report can be submitted in about 3 weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

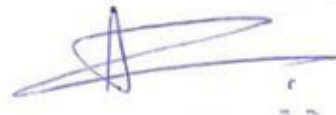
We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TSFGeo



Harmon C. Bennett, P.E.
Principal Engineer



Ramakumar Vedula, P.E.
Principal Engineer

Attachments: General Conditions, Fee Estimate, Boring Location Plan

**Proposal for Geotechnical Services
Wellington PBSO Sub-Station
Wellington, Florida
TSFGeo Proposal No. 2303-161 R2
Page 5**

TSFGeo's General Conditions

1. **SCOPE OF WORK** : Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer has been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

2,800.00

760.00

TOTAL FEE FOR GEOTECHNICAL SERVICES

14,869.00





March 27, 2023

Mr. Mark Ugowski
Leo A. Daly Company
1400 Centre Park Boulevard, Suite 500
West Palm Beach, Florida 33401

**RE: Wellington PBSO Sub-Station
Site Development Services Proposal**

Dear Mr. Ugowski,

Thank you for the opportunity to be a part of your team on the development of this project. Kimley-Horn and Associates, Inc. (hereinafter referred to as "Kimley-Horn" or the "Consultant") is pleased to submit this letter agreement (the "Agreement") to **Leo A. Daly Company** (the "Client" and/or "Architect") for Site Development Services associated with the Wellington PBSO Substation project (the "Project") for the Village of Wellington ("Village" or "Wellington"). Our project understanding, project assumptions, scope of services, and fees are below.

PROJECT UNDERSTANDING

The Project consists of the addition of new building for the Palm Beach Sheriff's Office (PBSO) substation. The project address is 12300 Forest Hill Blvd, Wellington, FL 33414 and is located at the existing Town Center for the Village located at the intersection of Forest Hill Boulevard and Wellington Trace in Wellington, Palm Beach County, Florida. The Client had previously presented a Site Capacity Report to the Village showcasing two options. The Village has selected option A.1 for the project as generally shown in Exhibit A.

The scope of services below is limited to site civil engineering, traffic engineering, and site civil permitting as noted. Other services will be provided by others.

PROJECT/OWNER ASSUMPTIONS

Kimley-Horn has prepared the following scope and fee based on the following assumptions:

- The following scope of work is based on information provided to Kimley-Horn by the Client on March 20, 2023.
- Kimley-Horn has previously provided a Site Civil Site Capacity Report in association with the option selected as generally shown in Exhibit A.
- The Client has the following other consultant for the project, with which Kimley-Horn will coordinate:
 - Urban Design Studios (UDS) – Master Planner, Regulatory Consultant, and Landscape Architect.
- If significant modifications are made to the site plan during plan preparation or significant modifications are required as a result of completing plan production and permit submittals concurrently, Additional Services will be required.

- Utility connections for water, sewer, are available within or adjacent to the project site for connection of the project and it is assumed that adequate capacity is available for the project. No off-site utility extensions or connections are required or are proposed as a part of this project. There may be minor utility relocations that are proposed as a part of this project to accommodate the proposed building location and other features.
- No proposed lift station will be required, nor modifications to an existing lift station. If lift station design or evaluation is necessary, Additional Services will be required.
- If a lift station is required, a lift station that will be owned and maintained by a public utility provider will require additional services beyond that of a privately owned and maintained lift station.
- Off-site roadway improvements are specifically excluded from this scope of work, including modifications to the roads to which the entrances to loading and service area(s) may connect. If additional off-site roadway improvements are required, Additional Services will be required.
- Modification to existing SFWMD permits.
- The Village will obtain a professional land surveyor subconsultant (the "Surveyor") to assist and provide other professional services.
- Geotechnical Report will be provided by the Architect.
- A South Florida Water Management District (SFWMD) Water Use Permit for Dewatering, if required, will be completed by the Client's Contractor.
- Subsurface utility locations are excluded from this scope of services. If the Client desires to obtain utility locations or test holes they can be provided as Additional Services.
- Completion and submittal of National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) will be completed by the Client's Contractor. Completion and record keeping of NPDES maintenance records, daily/weekly/rainfall determined reports, and filing of the Notice of Termination are responsibility of the Client's Contractor.
- LEED Certification scope is within the separate task below. Kimley-Horn's assistance with LEED credit work is limited to the credits listed. Kimley-Horn cannot guarantee acceptance of any credit by the U.S. Green Building Council (USGBC).
- No retaining walls or site structures are anticipated. Should they be required to facilitate building design conditions, design will be provided by the Architect's structural engineer or as Additional Services.
- All site contamination issues, groundwater contamination, and monitoring are the responsibility of the Owner. Environmental work, such as Phase I or Phase II Environmental Site Assessments and Natural Resource Assessments, species specific surveys, species permitting, species relocation services, wetland delineation, wetland permitting, landfill, and contamination are not included and, if needed, will require Additional Services.
- This scope specifically excludes the creation of written specifications. All details and specifications will be on the plans.
- Lighting plan will be provided by the Client's electrical engineer and incorporate into the engineering plan to verify no conflicts.
- The duration of the design and permitting phase of the project is to be determined upon further coordination with the Village. The bidding and construction phase of the project is excluded from this proposal. If the project phases are longer than the above assumptions or

the project will be separated into additional phases of design, or permitting additional Services will be required.

- Kimley-Horn shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle Kimley-Horn to reasonable adjustments in schedule and compensation. The Client acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance Kimley-Horn's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.
- Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.
- Planting Design is not included as apart of this scope of services.
- Hardscape design is not included as apart of this scope of services.

SCOPE OF SERVICES

Task 100 – Civil Engineering Plans and Calculations

Kimley-Horn will prepare civil engineering plans for the Project. This scope of work will be predicated on the approved site plan provided by the Client. The plans will generally consist of the following sheets:

- Cover sheet
- General notes
- Erosion and sedimentation control plans (one phase)
- Demolition plans
- Horizontal control plans
- Paving, grading, and drainage plans
- Site sections
- Utility plans
- Details

Kimley-Horn will provide the engineering plans in up to three (3) design stages, as noted below and directed by the Client. Kimley-Horn will respond to up to one (1) round of reasonable review comments from the Client at each design stage.

- Schematic Design (30% Civil Plans) – Preliminary Engineering
- Design Development (60% Civil Plans) – Permittable Plans for Submittals to Regulatory Agencies

- 100% Construction Documents – Final Plans for Bidding and Construction

Kimley-Horn will provide utility and stormwater connections to the buildings within five (5) feet of the exterior of the building. Kimley-Horn will coordinate with the Client and the Client's Consultants responsible for the building Mechanical, Electrical, and Plumbing systems for connection locations, sizes, and invert elevations for the utility and stormwater connections.

Kimley-Horn will prepare stormwater management calculations for the project site in accordance with SFWMD, ACME and Village of Wellington requirements for permitting with the agencies noted. The calculations will account for the new building to be considered as a Critical Facility. If the project requires in-building stormwater vaults, stormwater pumps, or drainage wells, Additional Services will be required.

Kimley-Horn will review the work of and coordinate with the Client/Architect and the Client's Consultants, consisting of the Surveyor, Geotechnical Engineer, Utility Locator, MEP Engineer, and other Consultants in an effort to coordinate design work between the scopes of Kimley-Horn and the Client and the Client's Consultants.

Task 110 – Regulatory Agency Permitting

Kimley-Horn will assist the Client in submitting the specific permit applications to the following agencies, as noted immediately below. Kimley-Horn will prepare the applications and submittal packages to the agencies listed above. Kimley-Horn will coordinate with the agencies to obtain any comments on the submittal. Kimley-Horn will respond to up to two (2) rounds of reasonable review comments for each of the immediately below referenced permits.

- South Florida Water Management District (SFWMD) – Environmental Resource Permit Modification
- Acme Improvement District – Stormwater Management Review
- Village of Wellington Land Development Permit – On-site (utilities and engineering review)
- Palm Beach County Health Department (PBCHD) – Water Distribution System Permit
- PBCHD – Sanitary Sewer Collection System Permit
- Palm Beach County Fire Rescue Plan Approval

The Client, or the Client's Subconsultant will be responsible for the applications, submittals, and resubmittals for the immediately below referenced permits. Kimley-Horn will provide the necessary plans to the Architect, the Client, or the Client's Contractor for submittal and will address up to two (2) rounds of reasonable review comments from the immediately below referenced permits.

- Village of Wellington – Site Plan Review
- Village of Wellington – Building Department Review
- National Pollution Discharge Elimination System (NPDES) Permit – a Surface Water Pollution Prevention Plan (SWPPP) shall be transmitted to the Contractor for processing of the NPDES permit.

Most submittals can be run concurrently, however, some submittals will be required to be in series due to prior approvals being needed. Kimley-Horn cannot guarantee issuance of a permit by any

agency and cannot guarantee the schedule for issuance of any permit by any agency. It is the responsibility of the Client and the Owner to adhere to and track any permit conditions, renewals, and expirations for any permits issued for this project.

Kimley-Horn will prepare ancillary plans associated with the submittals above, consisting of aerial maps, drainage basin maps, fire department plans, AutoTURN exhibits, and other exhibits required for permitting.

Kimley-Horn will prepare opinions of probable construction cost as required for the submittals above. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Task 115 – LEED Assistance (Supplemental Service)

Kimley-Horn will assist the Client in the LEED submittal process to the USGBC, using the LEED v4 for Building Design and Construction (BD+C) templates. Kimley-Horn will be responsible for the calculations, plans, and backup information necessary to submit for and attempt approval of only the following credits:

- SS Prerequisite – Construction Activity Pollution Prevention (Licensed Professional Exemption)
- SS – Rainwater Management
- WE Prerequisite – Building-Level Water Metering
- WE Credit – Water Metering

Kimley-Horn will respond to up to one (1) round of reasonable review comments from the USGBC in an attempt to obtain approval for the above-mentioned credits. If the Client or City desires Kimley-Horn to assist with other credits, Additional Services will be required. Kimley-Horn cannot guarantee that the USGBC will approve the credits.

Task 120 – Franchise Utility Coordination

Kimley-Horn will submit the site plan to the various franchise utilities (typically consisting of Florida Power & Light, AT&T, and water/sewer provider to obtain their readily available as-builts or design plans. Kimley-Horn will coordinate with the franchise utility companies for modifications and/or extensions of their services within the project site and for building services. Kimley-Horn will request the following from each of the franchise utility companies, as needed:

- Specific contact person for this project
- Design and construction process confirmation

- Design plans
- Easement requirements
- Fees required for design and/or installation of utilities

Kimley-Horn will review the information provided by the franchise utilities, evaluate potential conflicts or extensions required to serve the project, review potential solutions to resolve any conflicts, and show the utility designs provided by the franchise utilities for coordination with construction. The Client and/or the Client's Consultants will be required to participate in these meetings in order to fully coordinate the franchise utilities.

Task 130 – Meetings / Conference Calls

Kimley-Horn will prepare for and attend meetings, conference calls, and video calls associated with the project as needed to complete the scope of work above and subsequently as the scope is modified. Team meetings, conference calls, and video calls are anticipated to be held weekly or more at times of significant project coordination. The meetings are anticipated to be held for pre-application meetings, comment resolution meetings, public hearings, in person meetings with staff, and other meetings associated with the design, permitting, and construction of the project.

Task 200 – Traffic Impact Evaluation

To address the traffic impact study requirements for the proposed uses on site, a traffic impact evaluation will be performed in based upon the requirements of the Palm Beach County Traffic Performance Standards Ordinance (TPSO) and the requirements of the Village of Wellington to meet all traffic study requirements for permitting. The site development data contained in the site plan provided by the Client will be used as the basis for this analysis. The purpose of this task is to identify whether improvements are needed for impacted transportation facilities to meet adopted level of service standards at buildout of this site.

As part of this task, Kimley-Horn will:

- Calculate anticipated traffic generation from the actual site plan based upon trip generation rates published by Palm Beach County and/or the Institute of Transportation Engineers.
- Assign the trips to the roadway links on Palm Beach County's major roadway thoroughfare network.
- Determine background growth (historic and committed development) through the project buildout date.
- Perform generalized level of service analysis of significantly impacted links and intersections within the study area.
- Perform an intersection analysis at the nearest major intersections.
- Perform detailed queue analysis at up to two (2) median openings adjacent to the site.
- Identify various mitigation measures that may be implemented to offset deficiencies, if any.

Kimley-Horn will perform a site access analysis based on a site plan provided by the Client to identify the turn lane requirements, if any, at the project driveways. If the uses or intensities change after Kimley-Horn has begun the analysis, additional analysis may be required as Additional Services.

Task 210 – Traffic Impact Report

Depending on the findings in the above tasks regarding your property's ability to meet the requirements of the TPSO, a traffic impact report will be prepared. At the Client's direction, this report will then be submitted to Palm Beach County and Village of Wellington for their review as part of your application. Up to ten (10) copies will be provided to the Client.

Task 211 – Irrigation Design Permit and Construction Documents

Based on client input at the start of the project, Kimley-Horn will provide the following permit irrigation construction documents, in compliance with the Village of Wellington Land Development Code, designed to provide 100% coverage for specific landscape areas described above in the "Project Understanding". Based on Client input gathered at the start of the project, Kimley-Horn will prepare the following irrigation design services upon receipt of the approved 90% Construction Drawing level landscape plans by UDS:

- Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and Water Management District.
- Irrigation mainlines and sub-mainline sizing with recommended routing.
- Coordination with project civil engineer for sleeve, conduit, and mainline routing, as applicable.
- Electrical design and permitting for controllers or pumps to be provided by others.
- Material legend of all components.
- Ancillary notes, calculations, and labels required to connect to the master irrigation system.
- It is assumed that the proposed irrigation improvements will be sourced by the existing Village Hall center master system.

SUBMITTALS

Client design direction will be incorporated into the submittal packages as follows:

- **90/100% Building Permit Submittal** irrigation construction drawings and specifications will be submitted to the City and Client for review and approval. Kimley-Horn will respond to up to two rounds of reasonable comments.

ADDITIONAL SERVICES

Any items not specifically identified in the tasks above are considered additional services and can be provided on an hourly basis upon approval by the Client or as a separate scope of work.

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Owner, the Client, or the Client's Consultants. The following information shall be provided by the Client:

- Access to the Project site
- Geotechnical report with pavement section recommendations, soil borings, exfiltration tests, Double Ring Infiltrometer (DRI) percolation tests, and other applicable information – *prior to start of the plans*
- Title work for the Project area – *prior to completion of the survey*
- Boundary and topographic survey (AutoCAD and PDF) – *prior to start of the plans*
- Utility locations and test holes (if necessary) – *prior to start of the plans*
- Proposed site plan (AutoCAD and PDF) – *prior to start of the plans*
- Architecture plans (first floor plan, other floors as necessary, showing overhangs and other key elements) – *prior to finalization of site plan*
- Landscape plans – *prior to finalization of site plan*
- Site lighting and photometric plans – *prior to finalization of site plan*
- Mechanical/Electrical/Plumbing plans with connection points, sizes, inverts, and demands for all utilities (water, sewer, roof leader, electrical, communication, etc.) – *prior to start of the plans*
- Signatures on permit applications – *prior to permit submittals*
- Executed consent forms or agent authorization letters, as required for permit submittals – *prior to permit submittals*
- Permit and application fees, as needed – *prior to permit submittals or issuance of permits*

We appreciate this opportunity to provide these services to you. Please contact us at (561) 404-7250 if you have any questions.

Sincerely,



Jason Webber, P.E.
Vice President



John D'Amore, E.I.
Project Manager

Attachments:

Exhibit "A"



RFQ No. 202121

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Effective September 15, 2021, the following rates are utilized in calculating invoices for services:

Job Title/Description	Proposed Hourly Rates
Principal	\$ 243.00
Senior Project Manager	\$ 212.00
Project Manager	\$ 170.00
Senior Professional	\$ 160.00
Professional (licensed)	\$ 145.00
Professional (unlicensed)	\$ 114.00
Senior Designer	\$ 124.00
Designer	\$ 88.00
Support Staff	\$ 83.00
Senior Field Representative	\$ 124.00
Field Representative	\$ 114.00

1. Rates are subject to adjustment starting 2024.
2. Hourly rates include all reimbursable costs.
3. No markups/multipliers on subconsultant hourly rates are proposed.

May 19, 2025

Mark Ugowski, Senior Associate/Senior Project Manager
Leo A. Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, FL 33401
Email: MAUgowski@leoadaly.com



Urban Design
Land Planning
Landscape Architecture

**Re: WELLINGTON PBSO SUBSTATION AT
WELLINGTON TOWN CENTER
UDS REF. # 18-043.003 (SP, LAC, MTG, GA)**

Dear Mr. Ugowski:

This continuing services proposal is submitted by **URBAN DESIGN STUDIO (UDS)**, (hereinafter referred to as the "Consultant") to **LEO A. DALY** (hereinafter referred to as the "Client") for professional services the Consultant will continue to provide to assist the Village of Wellington and the Client to finalize a site design for a new PBSO Substation proposed at Wellington Town Center.

In conjunction with the Client, the Consultant will work collaboratively to finalize a site design that locates the new PBSO Substation adjacent to Village Hall in the northwest portion of the Town Center site. The Consultant will provide guidance for compliance with land development codes and technical requirements, and prepare a Site Plan suitable for submission to the Village of Wellington for site plan approval. Additionally, the Consultant will prepare Landscape Plans for the project, suitable for permitting and bidding. In preparing these landscape plans, the design will meet the minimum requirements for landscape buffers, parking lot and foundation planting and common area landscaping. We will work with the Client and project team to finalize the landscape design and minimize conflicts between landscape and other improvements. We will also prepare opinions of cost for both the design development and construction document phases. All necessary municipal tabular data will be accommodated on the Site and Landscape Plans.

Our services will include the following:

**PART I. SITE PLAN
UDS REF. # 18-043.003 (SP)**

- Attendance at one (1) initial meeting with Client and VOW Staff to review selected site design, program parameters and the results of the updated programming with PBSO;
- Perform one (1) site visit to review existing conditions and vegetation in and around the affected area, and document conditions;
- Review and comment on the selected conceptual plan prepared by the Client for code compliance and functionality;
- Attendance at up to two (2) additional meetings with Client and VOW Staff during the design process;
- Consultation and coordination with other professionals retained on this project regarding additional site improvements (i.e. communication tower, generator; etc.);
- Using the final site layout provided by the Client and approved by VOW Staff, update the Final Site Plan for the Town Center to reflect the proposed development of the site and reflect standard and accessible parking needs;
- Provide the Final Site Plan to the VOW Project Manager for submission for Site Plan Approval;
- Prepare one (1) revision to the submitted Final Site Plan to address plan review comments.

PART II. LANDSCAPE ARCHITECTURAL DESIGN DOCUMENTS
UDS REF. # 18-043.003 (LAC)

A. GENERAL SERVICES

- Attendance at one (1) initial Client conference to review pertinent landscape development restrictions and/or requirements, and Client-supplied data (i.e. PBSO, CPTED);
- Consultation and coordination with the Client and the project design team regarding proposed site improvements, building entries, pedestrian systems, parking, focal points and other site elements; and for potential LEED Certification.

B. SCHEMATIC DESIGN

- Using the site plan, prepare an annotated schematic design landscape plan reflecting required landscape improvements per code based on the proposed site improvements.

C. DESIGN DEVELOPMENT PLANS

- Utilizing the base plan provided by the Client, prepare a landscape base plan. Review and assist with the resolution of any base plan issues such as utility easement locations, planting in easements, right-of-way dedications, signage, sight lines and general coordination of site details with Client and the project design team;
- Prepare a design development level landscape plan reflecting quantities of landscape material for code compliance, including the following elements:
 - overall tree specification and location to include buffers, open space and parking areas
 - hedge, shrub and groundcovers
 - foundation plantings
 - interior landscaping and open space
 - mechanical and utility screening
- Preparation of one (1) opinion of cost for proposed landscape improvements;
- Coordination with Owner and project design team to review design and opinion of cost, and discuss final changes to design and plant palette;
- Preparation of one (1) final amended design for submittal to Client for approval of Design Development Landscape Plan.

D. CONSTRUCTION DOCUMENTS

- Utilizing the approved Design Development Level Landscape Plan, preparation of one (1) final Landscape Plan for the proposed landscape improvements, suitable for permitting and construction. The Landscape Plan shall depict:
 - overall landscape design
 - plant types
 - plant quantities
 - location map
 - tabular data
 - general notes
- Preparation of landscape specifications and planting details;
- Consultation and coordination with the Client, VOW and the project design team related to the proposed improvements, consistency of drawings and minimizing conflicts between infrastructure and proposed planting.
- Submit Landscape Plans including final planting schedule, planting details and specifications to Client and project design team for conflict review as follows:
 - 60% complete
 - 100% complete
- Preparation of opinions of cost for each submittal identified above.

PART III. MEETINGS
UDS REF. # 18-043.003 (MTG)

- Participation by the Principal in meetings not otherwise identified herein, including meetings with elected officials, adjoining property owners or neighborhood groups as requested by Client or VOW Staff, up to a total of sixteen (16) hours.

PART IV. ADDITIONAL SERVICES
UDS REF. # 18-043.003 (GA)

Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Owner will require proper authorization by the Client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

- Preparation and/or processing of any entitlement application not referenced herein;
- Services of any consultant not listed in this proposal;
- Major document revisions resulting from design modifications requested by Owner, Client or supplied by another project design team;
- Preparation of irrigation plans;
- Revisions to the Landscape Plan as requested by the Owner, Client or as required by the governing municipality, following approval of the design development level design agreed to under the Construction Drawings phase;
- Preparation of streetscape or median landscape design and permitting in a right-of-way;
- Preparation of plant maintenance manual;
- Additional site visits other than referenced above;
- Selecting or locating utilities, signs or lights;
- Selecting or specifying hardscape or site furnishings;
- Preparation or submission of any permit applications unless noted herein;
- Construction observation services.

Hourly Open, Hourly Estimate, and Hourly Not To Exceed fees shall be billed on an hourly basis in accordance with the hourly rates referenced on the attached "Terms" sheet.

Reimbursable expenses are included in professional service fees and shall include, and are not limited to reproduction and travel.

Contract Notes:

- *Consultant will make a reasonable effort to identify waivers/variances required as a result of deviations from the land development regulations of the governing body. However, the Consultant and/or Client agree to ultimately rely on the Village of Wellington staff to identify all required waivers/variances.*
- *Errors and Omissions: Modifications to plans and application materials required as a result of errors and/or omissions by the surveyor, engineer or any other consultant, or changes requested by the Client or governmental agencies, will also be considered additional services, unless otherwise stated.*
- *Signage: Regulatory signage shown on plans prepared by the Consultant is conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Construction Details: Pavement and Parking Construction details shown on plans prepared by the Consultant are conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Client agrees to advise Consultant of any known or suspected contaminants at the Project site.*
- *Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance may result in damage to property or persons. Client further acknowledges and*

agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

Additionally, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Thank you for the opportunity to submit this proposal. The terms of this agreement are attached hereto and are a part hereof. Receipt of this signed proposal shall be our authorization to proceed.

Sincerely,
URBAN DESIGN STUDIO



Ken Tuma
Managing Principal

Attachment: "Terms"

TERMS

- Fixed Fees shall be billed on a monthly percentage of professional services completed basis.
- Fees related to Hourly services shall be billed monthly at the rates specified herein.
- The Consultant shall not exceed the estimated budget without further authorization.
- Payment of fees does not in any way depend upon development approval by any governmental agency or any other reviewing body.
- All balances shall be due upon receipt. Invoices shall be considered past due thirty (30) days from date of billing.
- The Client shall be responsible for a twelve percent (12%) carrying charge on all past due accounts.
- Fees and hourly rates are subject to renegotiation if scope of services is not completed within six (6) months due to delays beyond the Consultant's control.
- The Consultant shall not be responsible for any application fees or permit fees if required.
- The Consultant shall not be responsible for any professional services or fees other than those specifically referenced in this agreement.
- The terms of this agreement may be null and void if not accepted in thirty (30) days.
- Owner hereby grants to UDS the right to lien the real property of Owner as to which the professional services of UDS under this Agreement apply, to the extent of all sums, costs and fees due UDS hereunder. Such lien shall be filed, governed and foreclosed in the same manner as liens authorized under Chapter 713.03 (2), Florida Statutes.
- Services and costs under this contract may be subject to a Florida sales tax. If required, such a tax will be added to the fees quoted herein.
- Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- UDS retains the right to post a marketing/information sign on the subject property.

ADDITIONAL SERVICES:

- Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Governing Body will require proper authorization by the client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

HOURLY RATES:

- Expert Witness testimony and deposition time will be billed at higher hourly rates.
- Hourly rates are subject to change upon thirty (30) day written notification.

MANAGING PARTNER/PRINCIPALS:	\$150-350/hr.	DIRECTORS:	\$125-200/hr.
LANDSCAPE ARCHITECTS:	\$120-200/hr.	PLANNERS:	\$90-200/hr.
DESIGNERS:	\$90-200/hr.	TECHNICAL SUPPORT:	\$65-100/hr.

EXPENSES:

- Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings/models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 15% above direct cost.

USE AND OWNERSHIP OF DOCUMENTS:

- Upon the parties signing this Agreement, Consultant grants Client a nonexclusive license to use UDS documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including, but not limited to, drawings and specifications, graphic/logo design, and renderings are the property of UDS. These documents shall not be reused by Client on other projects without Consultant's written permission. UDS retains all rights, including copyrights, in its documents. Client or others cannot use UDS documents to complete this Project with others unless Consultant is found to have materially breached this Agreement.

INDEMNIFICATION:

- If this project involves construction as that term is generally understood, and the Consultant does not provide services during the construction, including, permitting/construction observation, site visits, shop drawing review, design clarifications, etc., the Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, suits, demands, losses, costs and expenses, and liabilities arising out of, or resulting from, acts or omissions in the performance of said architectural services during construction by the Client, and those agents, employees, or subcontractors other than the Consultant, and project certification.

TERMINATION:

- It is further understood that, in case the Client fails to make any payments when due, in full, within thirty (30) days of the receipt of notification as to the amounts then due, the Consultant may elect not to perform any further services pursuant to this agreement and all payments already made shall be retained as liquidated damages and the Consultant may elect to terminate the Contract. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ATTORNEY'S FEES:

- In connection with any litigation, including appellate proceedings arising out of this agreement, the Consultant shall be entitled to recover from the Client any amounts due and/or unpaid, together with costs, interest and reasonable attorney's fees.

CONFLICT:

- Any changes to this contract shall be in writing and executed by all parties. In the event that there is disagreement between the parties regarding any of the terms of this agreement, said disagreement shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. The decision of the American Arbitration Association shall be binding on the parties. Mediation fees shall be shared equally.

**Buford Goff & Associates**

ENGINEERS AND PLANNERS

EST. 1969

May 19, 2025

Mr. Mark A. Ugowski, AIA
LEO A DALY
1400 Centrepark Boulevard, Suite 500
West Palm Beach, FL 33401

Re: Wellington PBSO Substation - Security Electronics Systems - Engineering Services

Dear Mark:

As requested, BGA is providing a fee to support security electronics design this facility. Security Electronic Systems are to include access control and video surveillance with digital recording. It is anticipated that security system design may require interface with the existing PBSO security systems. The tasks for BGA include:

- On-line meetings with the owner to determine operational requirements.
- Coordination with the electrical engineer for power for security system components and lighting requirements for areas with camera coverage.
- Coordination with the architect for requirements for equipment rooms and door hardware.
- Develop drawings and specifications for the security systems.

Door hardware specifications are to be by the architect, but BGA will coordinate for electrical requirements for locks and door indication switches. There are no trips for BGA included in this proposal.

BGA's rates for this work are:

HOURLY RATES	
Principal	\$240/hr
Sr Engineer	\$175/hr
Engineer	\$120/hr
Designer	\$110/hr
Clerical	\$85/hr

If there are any questions, please contact me.

Sincerely,

BUFORD GOFF & ASSOCIATES, INC.

Keith E. Summer, P. E.
VP - Security Electronics Engineering

KES:

BGA File: 00005-4-2023-FL -Wellington PBSO - BGA Fee3.doc



May 20, 2025

Mark A. Ugowski, AIA
Senior Associate & Senior Project Manager
Leo A Daly, LLC.
1400 Centrepark Boulevard, Suite 500
West Palm Beach, Florida 33401
Telephone: 561.530.6208
Mobile: 561.452.1399
Email: MAUgowski@leoadaly.com

RE: Proposal No. P252359

Wellington PBSO Substation - Wellington, Florida 33414 (the "Project")

Dear Mark:

SOCOTEC Consulting, Inc. ("SOCOTEC" or "Consultant") thanks you for the opportunity to provide Leo A Daly, LLC. (the "Client" and the "Architect") with this proposal for LEED and commissioning ("Cx") consulting services including the following sections:

- Project Approach & Schedule
- Summary of Fees
- Scope of Services
- Hourly Rates
- LEED Notes
- Terms, Exclusions & Conditions

PROJECT APPROACH

Based on previous exposure to the Project and the drawings titled "Wellington PBSO Substation" dated September 30, 2022 Consultant understands the building is a three-story commercial building of approximately 22,500 square feet with a parking garage on Level 1 and office space on Levels 2 & 3. Consultant's Project includes LEED Consulting and Fundamental LEED Commissioning ("Cx") for the building.

The "Project Design Team" includes the Client and its subconsultants, LJB, Inc (the "Structural Engineers"), Hill York (the "Mechanical Engineers"), JLRD, Inc. (the "Electrical & Plumbing Engineers"), Miller Legg (the "Civil Engineers" & "Landscape Architect"), and other consultants of the Village of Wellington (the "Owner").

Consultant's team will assist the Client, Project Design Team and the Client-selected Project Construction Team in their efforts to pursue up to a Silver rating under the USGBC's LEED v4 for Building Design & Construction (New Construction) ("LEED") rating system. The LEED ratings, as of the date of this proposal, are based on the following point system:

Certified	Silver	Gold	Platinum
40-49 points	50-59 points	60-79 points	80-100+ points

Consultant assumes that up to an additional 5 points from the certification minimum will be targeted by the Project Design Team to afford a margin of safety.

SOCOTEC CONSULTING, INC.

110 E Broward Boulevard, Suite 950, Fort Lauderdale, FL 33301
Tel.: +1 561 801 7576
www.socotec.us

SCOPE OF SERVICES

NEW CONSTRUCTION

A. LEED:

1. Schematic Design Phase:

- a. Consultant will facilitate a LEED goal-setting workshop with key members from the Owner's team, Project Design Team, and if applicable Construction and Operations & Maintenance ("O&M") teams. Prior to the workshop, Consultant will create a preliminary LEED scorecard, identifying credits as "Likely, Possible, Less Likely, or Not Viable" and providing brief commentary. Following the workshop, Consultant will update the scorecard with an emphasis on critical-path LEED milestones and issues that Consultant believes warrant special scrutiny. Of note, the LEED Commissioning scope and Integrated Process ("IP"): IP prerequisites and credit criteria will be reviewed during this workshop to ensure that the critical LEED milestones are met (as necessary). This task does not include the provision of Commissioning documents (Basis of Design ("BOD") or Owner's Project Requirements ("OPR")) or IP calculations.
- b. Consultant will register the Project with Green Business Certification Inc. ("GBCI"). Consultant will request pre-authorization from the Client and, if provided, will sign the GBCI Confirmation of Agent's Authority Form to give SOCOTEC authorization to represent the Client for LEED submission.
- c. Consultant will participate in meetings with the Project Design Team, including the LEED goal-setting workshop.

2. Design Development ("DD") Phase:

- a. Consultant will provide LEED Plan documents for select credits to the Project Design Team. The Plan will include key credit criteria, credit implementation options, and responsible parties from the Project Design Team and/or construction team. Detailed credit calculations will not be performed at this stage; however, recommendations will be provided to the Project Design Team where feasible (such as prescriptive plumbing fixture flow rates, and lighting & thermal comfort control requirements). The LEED Plan will be distributed at the Project review meetings.
- b. Consultant will develop a LEED Action Items Matrix that describes the specific tasks to be implemented by various members of the Project Design Team to assure that LEED related items are addressed in the design development documents. The Action Items Matrix will be used to clarify the specific design features that must be incorporated, specifications required, calculations that must be performed, and other LEED related items. This proposal includes one iteration of the matrix, which will be issued following a key design milestone (presumably at 90% or 100% DD).
- c. Consultant will provide draft sections of the Project specifications for the Project Design Team's review, and at its election, incorporation into the specifications. These sections will be boilerplate LEED sections, expected to be refined to Project specific sections during the Contract Documents phase and will include:
 - i. Sustainable Design Requirements (including boilerplate Appendices A and B);
 - ii. Volatile Organic Compound Limits;
 - iii. Construction Waste Management; and
 - iv. Construction Indoor Air Quality Management.
- d. Consultant will participate in meetings with the Project Design Team. The meetings will be organized by general topic (e.g. Water Use, Commissioning & Energy Efficiency, etc.) to allow for efficient Project Design Team participation and will allow for credit criteria and calculation discussion.

3. Contract Documents ("CD") Phase:

- a. Consultant will review the issued Project design at the 50% and 90% CD issuance (or similar) and present an Action Item update report to the Project Design Team. During these Drawing reviews, Consultant will perform one set of calculations for selected points under the LEED categories of Location & Transportation, Sustainable Sites, Water Efficiency, Materials & Resources, and Quality Views under Indoor Environmental Quality. Consultant will relay to the Project Design Team, on a case-by-case basis, which data is needed to perform the calculations. The fee proposal assumes that the Project Design Team will provide Consultant with the necessary information.

Note: To prevent Consultant's base fees from being higher than necessary, Consultant does not include calculations for credits requiring time-intensive technical review. Some of these credits are assumed to be the responsibility of the Project Design Team; however, if desired by the Client, Consultant can perform the specific reviews needed for the Project, for an additional fee. Credits where more in-depth reviews are required include, but are not limited to:

- i. *IP – Integrative Process – requires preliminary energy modeling and water use calculations (these are included as optional services in this proposal);*
 - ii. *MR – Building Life-Cycle Impact Reduction, Whole Building Life Cycle Assessment - requires software-based calculations such as OneClick LCA (included as an optional service in this proposal);*
 - iii. *EQ – Minimum IAQ Performance – requires ASHRAE 62.1 compliance documentation;*
 - iv. *EQ – Enhanced Indoor Air Quality Strategies – Naturally and Mixed-mode Systems – requires natural ventilation design calculations and/or mixed-mode design calculations;*
 - v. *EQ – Thermal Comfort – requires ASHRAE 55 compliance documentation;*
 - vi. *EQ – Interior Lighting, Option 2 Lighting Quality – requires take-offs and detailed product data;*
 - vii. *EQ – Daylight - requires modeling or in-field measurements; and*
 - viii. *EQ – Acoustic Performance – requires detailed STC and RT narratives and calculations.*
- Consultant will assist members of the Project Design Team, if they are assigned these credits, by clarifying LEED criteria and by reviewing the submitted calculations for overall completeness.
- b. Consultant will provide the Project Design Team with updated Division 01 specification sections, initially issued during the Design Development, for its review and at its election, incorporation in the Contract Documents. These updated sections will be Project specific and will focus on the critical LEED criteria (e.g., general emissions testing compliance, VOC limits, prohibited compounds, minimum levels of recycled content, HPDs, and EPDs), and on LEED submittal requirements. Consultant will provide the Project Design Team with one set of specifications with the timing of the update at the discretion of the Project Design Team. *Note: Consultant requests a period of ten working days to prepare the LEED specifications, which require our review of the specification sections prepared by the Project Design Team.*
 - c. Consultant will assist the Project Design Team in assembling the documentation required for the LEED Design Phase submission by:
 - i. Preparing a LEED Documentation Matrix with assigned Project Design Team responsibilities;
 - ii. Assembling necessary design documents (drawing files to be provided to Consultant from the Project Design Team);
 - iii. Assisting Project Design Team members in filling in their assigned online forms; and
 - iv. Providing one update of the preliminary LEED calculations previously provided.
- Design Phase credits where Consultant will have primary documentation responsibility include:
- LT: Surrounding Density & Diverse Uses;
 - LT: Access to Quality Transit;
 - LT: Bicycle Facilities;
 - LT: Reduced Parking Footprint;
 - WEp/WE: Indoor Water Use Reduction;
 - EA: Green Power & Carbon Offsets;
 - EQ: Enhanced Indoor Air Quality Strategies; and
 - EQ: Quality Views.
- d. Consultant will clarify issues related to the LEED application procedures and manage responses to GBCI's request for clarifications on the Project.
 - e. Consultant will assist with the enrollment of the Project in the LEED Proven Provider program. Consultant will participate in a pre-submittal phone call with LEED Proven Provider/LEED Coaches representatives, if needed.
 - f. Consultant will participate in meetings with the Project Design Team.

B. LEED FUNDAMENTAL COMMISSIONING ("LEED FCx"):

Fundamental Commissioning is required for LEED certification, with additional +3 points available under the LEED credit for Enhanced Commissioning (Consultant can provide as a separate service). If pursuing LEED certification, the Commissioning Authority ("CxA") must be contractually engaged prior to the end of the Design Development phase, otherwise the Commissioning Agent shall be engaged prior to construction.

The following energy related systems are included:

- Heating, Ventilation and Air Conditioning ("HVAC") and controls.
 - Central heating system and distribution.
 - Central cooling system and distribution.
 - Air-handling units.
 - Terminal units, including fan-coil units and Variable Air Volume ("VAV") boxes.
 - Ventilation and exhaust systems.
- Lighting, lighting controls and daylighting controls.

- Normal power electrical service and distribution including metering, transformers and switchgear, distribution panels 400 Amps or larger.
 - Electrical sub-metering.
- Domestic hot water systems including water heaters (gas, electric, solar), recirculation pumps, electronic controls, and hydraulic controls (thermostatic mixing valves, circuit setters).
 - Plumbing fixtures and meters.

1. Design Development Phase:

Consultant will serve as the LEED Fundamental CxA for the Project. Fundamental Commissioning is conducted to verify the performance of commissioned systems as installed to meet the Owner's Project Requirements ("OPR"), Basis of Design ("BOD"), and Contract Documents provided by others to Consultant.

a. **Designation of the Commissioning Authority (CxA):**

Consultant will lead, review, and oversee the completion of the LEED FCx process activities for the Project. As the CxA in charge of LEED FCx, Consultant will serve as an objective advocate for the Owner and Architect; and is responsible for directing the process in the completion of LEED FCx requirements as outlined below.

b. **Project Kick-off Meeting:** Consultant will explain the commissioning process in a Project Kick-off Meeting with the Owner, Project Design Team and GC via tele/videoconference.

c. **Owner's Project Requirements/Basis of Design:**

The Owner or Project Design Team will provide Consultant with the following OPR and BOD documents at the start of the Project:

- OPR - these detail the functional requirements of the Project and the expectations of the building's use and operation as they relate to the systems to be commissioned. Changes in system(s) selection during the design and construction phases will be provided by the Owner to Consultant, as they occur. The OPR must include all systems to be commissioned plus the building envelope systems, even if the building envelope systems are not to be included in the commissioning effort.
- BOD - for the systems to be commissioned – this must include items detailed in the LEED Reference Guide. This document is completed by the Project Design Team and outlines any design assumptions that are not otherwise included in the design documents. Consultant will assist the Project Design Team and Owner with creating the BOD by providing guiding documentation for the Project Design Team's consideration. Consultant shall not be responsible for corrections or revisions to the BOD. This document should be updated with each subsequent design submission, with increasing specificity as applicable. Updates during the design and construction process are the responsibility of the Project Design Team.

Upon receipt of the OPR and BOD, Consultant will review the OPR and BOD for clarity and completeness and verify that the BOD reflects the OPR. These documents must be reviewed by Consultant for completeness prior to the approval of contractor submittals of commissioned equipment or systems. *Consultant will not be responsible for updating or editing the OPR as Project goals or strategies change.*

2. Contract Documents ("CD") Phase:

a. **The Commissioning Plan:** Consultant will develop the Project's Commissioning Plan, which will incorporate a narrative description of the overall process, schedule, organization, responsibilities, and documentation requirements and consists of the following sections:

- Commissioning Program Overview:
 - Goals and objectives;
 - General Project information; and
 - Systems to be commissioned.
- Commissioning Team:
 - Team members, roles, and responsibilities; and
 - Communication protocol, coordination, meetings, and management.
- Commissioning Process Activities:
 - Assist Owner in documenting OPR;
 - Review the BOD;
 - Pre-functional checklist: a blank equipment installation checklist tailored to the Project will be provided for completion by the installing subcontractor(s);
 - Developing systems functional test procedures;
 - Verifying systems performance;
 - Reporting deficiencies and the resolution process; and

- Accepting the building systems.
- b. **Commissioning Specifications for Contract Documents:** For Projects using formal book-style specifications, Consultant will develop up to one round of outline commissioning requirements in Division One specification section 019113 "General Commissioning Requirements", to be incorporated by the Project Design Team into drawings, bid forms, and specification sections related to the systems to be commissioned. If book specifications are not to be used, Cx requirements can be included in the drawing notes by the Project Design Team. Consultant will provide input to the Project Design Team to incorporate Cx requirements in the design documents. *Consultant is not responsible for incorporating the Cx requirements into the Project plans. Consultant's scope of work and fee for this phase does not include bid meeting or value engineering.*
- c. **Design Review:** Consultant will conduct one round of 50% CD Phase commissioning review of the OPR, BOD, and design documents prior to mid-Contract Documents phase, and back-check the review comments in the subsequent design documents for:
 - Clarity, completeness, and adequacy of the OPR;
 - Adequate coverage in the BOD of all issues discussed in the OPR; and
 - Adequate coverage in the design documents to achieve the OPR and BOD and coordination of commissioned systems.

Consultant will document its comments in an issues log that details the drawing set or document version that was used for performing the review.
- d. Consultant will provide written answers to questions from the Owner, Architect and/or contractor on LEED FCx-related questions both prior to and upon Owner's execution of construction contract for the Project.

OPTIONAL SERVICES – LEED FUNDAMENTAL COMMISSIONING:

3. Owner's Project Requirements Assistance: If requested
 - a. Consultant will provide up to one boilerplate Owner's Project Requirements ("OPR") document to the Owner for review and editing. Consultant will discuss any questions the Owner may have and will provide a final review of the edited document to help ensure that all key LEED-related criteria are included.
 - b. Consultant will assist the Project Design Team and Owner with updating the OPR as Project goals and strategies change.
4. Basis of Design ("BOD") Review and Comments: If requested
 - a. At the Client's request, Consultant will provide the Owner and Project Design Team with one round of review and comments on the BOD documents prepared by others.
5. Optional Systems Commissioned by Consultant: If requested
 - a. If the following systems are included in the Project scope they shall be commissioned as required by LEED or at the discretion of the Owner as an additional service for additional fees:
 - i. Domestic Water Booster Pumping.
 - ii. On-Site Renewable Energy Generation.
 - iii. Emergency Power Generation including only Genset and controls, fuel pumping, fuel monitoring, automatic transfer switching.
 - iv. HVAC condensate collection and distribution.
 - v. Sump/storm water pumps.
 - vi. Rainwater harvesting including only collection, pumps and controls.
 - vii. Irrigation including only pumps, sensors and controls.
 - viii. Commercial refrigeration.
6. Specialty Systems Commissioned by Others: If requested
 - a. At the Client's request, the following systems may be commissioned at the discretion of the Owner. Consultant will subcontract to one or more third-party specialists to deliver this scope, and will bill the service as reimbursable expenses:
 - Life Safety:
 - Energy Smoke Control Systems.
 - Fire Alarm Systems.
 - Fire Suppression Systems including only sprinklers and chemical response systems.
 - Conveyances including only elevators, escalators, and/or moving walkways.
 - Specialty laboratory equipment.

2025 HOURLY RATES:

Services billed hourly (including hourly, budget estimate and not-to-exceed services) will be performed per the negotiated rates shown below. The hourly rates set forth in this table are for use of SOCOTEC's Florida office personnel. Hourly rates shall increase 5% annually beginning on January 1, 2026:

SUSTAINABILITY HOURLY RATES (Portal-to-Portal):

Administration	\$ 125
Analyst	\$ 160
Commissioning Provider / Project Manager	\$ 190
Senior Analyst	\$ 200
Senior Commissioning Provider / Senior Project Manager	\$ 220
Director – Strategy / Director – Commissioning / Director – Sustainability / Director – Building Performance	\$ 250
Principal, Sustainability	\$ 285

Nighttime/Overtime/Weekend will be charged at 1½ times hourly rates.

Litigation Support services for testifying and/or deposition during normal business hours will be charged at 1¼ times hourly rates.

To the extent the Project incurs delays Consultant may require an adjustment to Consultant's level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.

Notes:

1. All fees are exclusive of reimbursable expenses unless otherwise noted.
2. Fees do not include an allowance for meetings or supervision except where specifically noted in the scope of services. Meetings are anticipated to be via tele/videoconference, or at Consultant's office.
3. Budget estimate and/or not-to-exceed fees are based on Consultant's projected work schedule set forth in this proposal. All work will be charged according to actual hours spent as per the rate schedule below. Although Consultant has attempted to provide an accurate estimate, the actual amount invoiced for this work could be higher or lower. Any not-to-exceed fees set forth in this proposal are not a guarantee that Consultant's services will be completed for that amount. Rather, Consultant shall not exceed the fees in this proposal without obtaining advanced written authorization from the Client, authorization of which shall not be unreasonably withheld. Consultant shall notify the Client in writing by or before it completes the value of its fee and shall use reasonable efforts to provide the Client with notice if Consultant believes it will exceed the fee.
4. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
5. Any redesign obligation(s) will be performed on an hourly basis at the current year hourly rates when the work occurs.
6. Consultant's level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, Consultant will require an adjustment to the fee and/or schedule.
7. Consultant shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by Consultant in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. Consultant shall also invoice, and Client shall pay, 4.5% of Consultant's fees as a reasonable allocation of indirect expenses such as Project setup, computer services, and certain other Project delivery related expenses including in-house reproduction, field reporting software & other I.T. related to technical work product that are not billed as direct reimbursable expenses.
8. Payment terms: **\$ 5,000.00 is due upon authorization of this proposal. This will be credited against the final invoice.** Invoices will be issued monthly and are due upon receipt. Consultant will invoice lump sum fees to the Client based upon Consultant's work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates, not-to-exceed and hourly fees will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
9. Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant's personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

LEED NOTES:

Cooperation from the team: Consultant's assistance will help achieve the LEED rating, but does not include all services necessary for certification. Of necessity, the Project Design Team and construction team will need to actively participate in the process. This will include providing drawing files, cut sheets, and other information to Consultant, as well as preparing specific LEED templates and other miscellaneous tasks. Consultant cannot be responsible for delays in, and/or omissions to the LEED documentation that results from lack of response from the Project Design Team, construction team, or Client team to Consultant requests. Consultant does not guarantee that a LEED rating will be obtained.

- Electronic documents issued by Consultant: Any documents from Consultant to the Project Design Team will be submitted and/or distributed electronically only.
- Specifications in electronic format: The fee proposal assumes that Consultant will receive an electronic copy of the specifications in Microsoft Word. Proposed changes by Consultant will be issued electronically in Track Changes mode. If the Project Design Team elects to give hard copies instead, this will require significant additional work and therefore additional services.
- Method of providing LEED specifications: The fee proposal assumes that Consultant provides LEED specification language to the Project Design Team, for insertion by the Project Design Team into the specs. Consultant can edit the architect's individual specification sections as an optional service.
- Payment of GBCI fees: Consultant's fees do not include payments that will need to be made by the Owner to the GBCI for a) registering the Project; b) design and construction phase submissions for certification; c) credit interpretation rulings; and d) certification fee. Consultant does not include these GBCI fees because they are subject to change and because the Owner pays them directly. In case the Owner elects to have Consultant pay the submission fees, Consultant will collect payment from the Owner in advance.

TERMS, EXCLUSIONS & CONDITIONS:

1. PURSUANT TO FLORIDA STATUTE 558.0035, THE PARTIES AGREE THAT NO INDIVIDUAL PROFESSIONAL ENGINEER OR ARCHITECT, OR THEIR EMPLOYEES, SHALL BE HELD INDIVIDUALLY LIABLE OR RESPONSIBLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.
2. Exclusions:
 - Labor associated with onsite testing other than oversight.
 - Mechanical, electrical, plumbing work of any kind such as equipment purchasing, installation, troubleshooting, and start-up.
 - Operation, programming, start-up and/or troubleshooting of building automation system.
 - Any Test, Balance, and Adjustment work.
 - Completion of pre-functional checklists. (Preparation of blank pre-functional checklists for use by Others is included.)
 - Any re-testing due to system deficiency, team member absence, lack of system or facility availability, etcetera. Financial liability due to aborted testing or re-testing for any reason is specifically disclaimed.
 - Any inspection or approval of post-test deficiency correction.
 - Post-construction endurance testing.
 - Drafting or issuing Certificate of Readiness.
 - Coordination and/or management of punch-list.
 - Coordination and/or management of on-site contractors to prepare systems for testing (i.e. pipe clean, flush, fill, pressure test; equipment efficiency/performance testing, elevators, escalators, dumb waiters, etc.) or documenting same.
 - All plumbing systems excluded except for Domestic Hot Water Heaters ("DHW"), Domestic Hot Water Recirculation Pumps ("DWRP"), Domestic Hot Water Storage Tanks ("ST"), Heat Exchangers ("HX"), and thermostatic mixing valves ("TMV").
 - Fire protection, fire alarm, or life safety systems.
 - Natural gas systems except with respect to meters and supply to service water heating.
 - Commissioning of renewable energy systems, if applicable.
 - Fenestration Control Systems, if applicable.
3. If the Owner and Design Professionals do not provide the Owner Project Requirements and/or Basis of Design, then Consultant will be paid in full regardless of the certification outcome.
4. Unless specifically noted in the scope of services in this proposal, Consultant will not perform commissioning of non-energy related systems, such as fire protection alarms, controls, equipment, signals and systems, IT, security, elevators, plumbing, etc.
5. Consultant will not be responsible for coordination of work and payment requisition approvals.
6. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
7. Consultant will use prescriptive Building and/or Energy Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client or Architect) as the basis for performing consulting and/or monitoring services contained within this proposal.
8. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
9. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
10. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
11. Consultant will not verify the supporting structure, i.e., building skeleton, floor slabs and embedments, and any other structural work.
12. Consultant will not conduct any instrumented alignment and measurement checks.
13. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record for either the structure or the exterior wall approve remedial details.
14. Laboratory and/or jobsite testing services and roofing and waterproofing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
15. Review and/or inspections of balcony railings, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
16. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
17. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents. If Consultant has knowledge of such failures it shall inform the Client.
18. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
19. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
20. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
21. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
22. Consultant is acting as third-party observers. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.
23. In the event that Consultant will be compelled to participate in any dispute resolution proceedings to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
24. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the

Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.

25. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in New York, New York or Miami, Florida unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
26. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
27. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
28. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by nationally recognized overnight courier service, certified mail or by hand delivery as follows:
If to the Client: refer to cover page of this document.
If to Consultant: Chief Executive Officer, SOCOTEC Consulting, Inc., 151 West 42nd Street, 24th Floor, New York, New York 10036
29. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
30. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
31. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.
32. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
33. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of laws.
34. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.